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 When Recorded Mail To: )  
 )  
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SITE LEASE

by and between

CITY OF SAN DIEGO

and the

PUBLIC FACILITIES FINANCING AUTHORITY  
OF THE CITY OF SAN DIEGO

RELATING TO THE \$2XX,XXX,000  
PUBLIC FACILITIES FINANCING AUTHORITY  
OF THE CITY OF SAN DIEGO  
LEASE REVENUE BONDS, SERIES 2000A

Dated as of \_\_\_\_\_ 1, 2000

SITE LEASE

This Site Lease (this "Site Lease"), dated as of \_\_\_\_\_ 1, 2000, by and between the CITY OF SAN DIEGO, a municipal corporation duly organized and existing under its charter and the laws of the State of California (the "City"), and the PUBLIC FACILITIES FINANCING AUTHORITY OF THE CITY OF SAN DIEGO, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California (the "Authority");

WITNESSETH:

WHEREAS, the City desires to finance the construction of a state-of-the-art baseball park (the "Ballpark"), a multi-story parking facility and a public park to be located adjacent to the Ballpark; and

WHEREAS, concurrently with the execution of this Site Lease, the Authority and the City are entering into a Ballpark Facility Lease, dated as of \_\_\_\_\_ 1, 2000 (the "Facility Lease"), whereby the Authority has agreed to sublease to the City the Ballpark Facility, as described in the Facility Lease, including the land described in Exhibit A attached hereto and incorporated herein (the "Site"); and

WHEREAS, the City is authorized by law to lease the Site and the Site is necessary and proper for public purposes; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Lease of the Site. The City hereby leases to the Authority and the Authority hereby rents and hires from the City, on the terms and conditions hereinafter set forth, the Site. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms pursuant to the Facility Lease and if such terms are not defined

in the Facility Lease, then such terms shall have the meanings given such terms pursuant to the Indenture.

Section 2. Term. (a) The term of this Site Lease shall commence on the Closing Date and shall end on the Expiry Date, unless such term is sooner terminated as hereinafter provided. If prior to the Expiry Date, all rental payable under the Facility Lease shall have been paid, or provision therefor has been made in accordance with Article X of the Indenture, the term of this Site Lease shall end the first Business Day thereafter or ten (10) days after written notice by the Authority to the City in accordance with Section 15 hereof to the effect that the rental payable under the Facility Lease is fully paid and all Bonds have been fully paid, whichever is earlier.

(b) The term of this Site Lease shall not be extended beyond the Expiry Date except as otherwise provided in the Facility Lease.

Section 3. Rent. The Authority shall pay to the City an advance rent of \$1.00 as full consideration for this Site Lease over its term. The Authority hereby waives any right that it may have under the laws of the State of California to receive a rebate of such rent in full or in part in the event there is a substantial interference with the use and right of possession by the Authority of the Site or portion thereof as a result of material damage, destruction or condemnation.

Section 4. Purpose. The Authority shall use the Site solely for the purpose of subleasing the same to the City; provided, however, that in the event of default by the City under the Facility Lease, the Authority may exercise the remedies provided in the Facility Lease.

Section 5. Owner in Fee. The City covenants that it has the right to lease the Site hereunder free and clear of all liens, claims or encumbrances which affect marketability.

Section 6. Assignments and Subleases. The Authority may not, without the prior written consent of the City, assign its rights hereunder or sublet the Site, except as contemplated by the Facility Lease and as security for the Bonds and any Additional Bonds.

Section 7. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 8. Termination. The Authority agrees, upon the termination hereof, to quit and surrender the Site in the same good order and condition as the same was in at the

time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any additions, improvements or alterations to the Site at the time of the termination hereof shall remain thereon and title thereto shall vest in the City.

Section 9. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms hereof, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and the Facility Lease shall be deemed to occur as a result thereof; provided, prior to the Expiry Date, the City shall have no power to terminate this Site Lease by reason of any default on the part of the Authority, if such termination would affect or impair any assignment of the Facility Lease then in effect between the Authority and the Trustee.

Section 10. Quiet Enjoyment. The Authority at all times during the term hereof shall peaceably and quietly have, hold and enjoy the Site without suit, trouble or hindrance from the City.

Section 11. Waiver of Personal Liability. All liabilities hereunder on the part of the Authority shall be solely corporate liabilities of the Authority, and the City hereby releases each and every director, officer and employee of the Authority of and from any personal or individual liability hereunder. No director, officer or employee of the Authority shall at any time or under any circumstances be individually or personally liable hereunder for anything done or omitted to be done by the Authority hereunder.

Section 12. Eminent Domain. In the event the whole or any portion of the Site is taken by eminent domain proceedings, any interests of the Authority shall be recognized in accordance with Section 7.01 of the Facility Lease.

Section 13. Amendments. This Site Lease may be amended for the purpose of effecting a Substitution or Removal, as further described in the Facility Lease.

Section 14. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms hereof shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining agreements, conditions, covenants or terms hereof shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Notices. All written notices to be given shall be given by first class mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the City:

City of San Diego  
Financial and Technical Services Business Center  
202 C Street  
San Diego, California 92101  
Attention: Deputy City Manager

If to the Authority:

Public Facilities Financing Authority of the City of San Diego  
c/o City of San Diego  
Financial and Technical Services Business Center  
202 C Street  
San Diego, California 92101  
Attention: Deputy City Manager

Section 16. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision hereof.

Section 17. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 18. Governing Law. This Site Lease shall be governed by and construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Site Lease by their officers thereunder duly authorized as of the day and year first above written.

CITY OF SAN DIEGO

By \_\_\_\_\_  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

PUBLIC FACILITIES FINANCING AUTHORITY  
OF THE CITY OF SAN DIEGO

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Secretary

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, General Counsel

By \_\_\_\_\_  
Deputy General Counsel



EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property, situated in the  
City of San Diego, County of San Diego, State of California, described as follows:

STATE OF CALIFORNIA

)

) ss.

COUNTY OF SAN DIEGO

)

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

CAPACITY CLAIMED BY SIGNER:

Individual signing for oneself/themselves

Corporate Officer(s)

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Company

Partner(s)

\_\_\_\_\_  
Partnership

Attorney-In-Fact

\_\_\_\_\_  
Principal(s)

Trustee(s)

\_\_\_\_\_  
Trust

Other

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title(s)

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Entity(ies) Represented

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Entity(ies) Represented

[Notarial Seal]

STATE OF CALIFORNIA

)

) ss.

COUNTY OF SAN DIEGO

)

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

CAPACITY CLAIMED BY SIGNER:

Individual signing for oneself/themselves

Corporate Officer(s)

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Company

Partner(s)

\_\_\_\_\_  
Partnership

Attorney-In-Fact

\_\_\_\_\_  
Principal(s)

Trustee(s)

\_\_\_\_\_  
Trust

Other

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title(s)

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Entity(ies) Represented

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Entity(ies) Represented

[Notarial Seal]